

## **EASTWICKE FARMS**

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

It shall be the responsibility of the developer to initiate and complete the formation of the Eastwicke Farms Homeowners Association at that point in time when not less than fifty (50) nor more than one hundred fifty (150) of the lots have been developed and sold.

The developer shall notify all owners of record and all persons residing on the property of a meeting to organize, incorporate and elect officers for the Eastwicke Farms Homeowners Association.

#### **ARTICLE I**

##### **Membership and Voting Rights**

##### **Section 1**

The owner or owners of record of each subplot in any phase of Eastwicke Farms Subdivisions shall automatically become a member of the Eastwicke Farms Homeowners Association, an incorporated non-profit organization formed under the laws of the State of Ohio for purposes set forth in Article II and shall be entitled to participate in the operation of the Association and shall be bound by the regulations and restrictions set forth herein. Said regulations and restrictions shall be binding on all successors and assigns, occupants or renters. Membership in the Association shall lapse and terminate when an owner ceases to be the owner of record or the renter ceases to occupy the unit.

##### **Section 2**

Each lot shall have one vote which shall be exercised by the owner or owners of record unless said owner or owners assigns the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President/Secretary of the Association. Renters shall not have voting rights unless duly assigned to them by the owner of the property.

#### **ARTICLE II**

##### **Purpose**

1. To accept ownership of the real estate along with any improvements or equipment located or to be located thereon; the land shown as "Eastwicke Commons" in the plat.
2. To maintain such real estate for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of all ponds, entrance plantings, subdivision signs, fences, and all facilities and structures erected on the Eastwicke Commons lands.
3. To represent and promote the welfare of the residents of all Eastwicke Farms Subdivisions as aforesaid generally; and to cooperate with the officials of municipal, county, state and other public authority for the promotion and betterment of the interests of the said Subdivisions as aforesaid, including, without limitations, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in the Subdivisions as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements.

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.

**Section 2. Purpose of Assessment**

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the subdivision for the improvement and maintenance of the Eastwicke Commons, and of the ponds, landscaping, subdivision signs, fences, and other items which are the responsibility of the Association.

**Section 3. Minimum Annual Assessment**

The annual assessment for each lot shall be \$45.00. The annual assessment may be increased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that said increase may not exceed 10% of the previous years assessment. Increases in excess of 10% for any one calendar year shall be made only if approved by 2/3 vote of the voting members. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment.

**Section 4. Uniform Rate of Assessment**

Annual assessments must be fixed at a uniform rate for all lots and shall be collected at regular intervals. Said interval shall not be more frequent than monthly, not less frequent than annually provided, however, that nothing herein shall prohibit prepayment of assessments.

**Section 5. Date of Commencement of Annual Assessments: Due Dates**

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the incorporation and establishment of the Eastwicke Farms Homeowners Association. The first annual assessment shall be adjusted according to the number of months remaining in the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. For purposes of this document, the annual assessment period shall be the calendar year.

**Section 6. Effect of Nonpayment of Assessments: Remedies of the Association**

Any assessment not paid within (30) days after the due date shall bear interest from the due date at the rate of ten (10%) per annum. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association. The Association may take appropriate legal action to collect the delinquent liens, including but not limited to foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his Lot.

**Section 7. Subordination of the Lien to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 8. Major Improvements**

All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of two thirds (2/3) of the total voting membership of the Association and the membership shall be assessed for the same.

**Section 9. Exempt Property**

The following property shall be exempt from assessments created herein:

1. All properties dedicated to and accepted by local public authorities.
2. The Eastwicke Commons. However, no land or improvements dedicated to dwelling use shall be exempt from said assessments.
3. Vacant lots owned by Eastwicke Farms.

**ARTICLE IV**

**Architectural Control**

No building, fence, wall or other structures shall be commenced or erected in Eastwicke Farms Subdivisions, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an authorized representative of Eastwicke Farms. Drawing and information should be submitted to Properties Development Company, 3659 Green Road, Beachwood, Ohio 44122. After the Eastwicke Farms Homeowners Association is formed and organized as provided in Article I and Article II and no later than when ninety-five percent (95%) of the lots in all Eastwicke Farms Subdivisions are sold, the approval process shall be transferred to the Board of Directors of the Association or to an architectural committee composed of three (3) representatives appointed by the Board. In the event Eastwicke Farms or Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fulfilled.

**ARTICLE V**

**Building and Land Use Restrictions**

1. All lots in the Eastwicke Farms Subdivisions shall be known as residential lots and no building or structure shall be placed or constructed thereon unless it meets the following area requirements.
  - A. One Thousand Eight Hundred (1800) square feet of living area for a one story ranch dwelling exclusive of garages, porches or basements.
  - B. Two Thousand (2000) square feet of living area for a split level dwelling exclusive of garages, porches or basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower

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- C. Two thousand two hundred (2200) square feet of living area for a colonial dwelling exclusive of garages, porches or basement area.
- D. Two Thousand Four Hundred (2400) square feet of living area for a bi-level dwelling exclusive of garages, porches or basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.
2. Each dwelling will have a two (2) or three (3) car attached or integral garage.
3. Where required, sidewalks will be constructed of concrete and must be completed within six (6) months of the dwelling be completed (weather permitting).
4. Lawns and shrubbery between the roadway and dwelling shall be installed within ten (10) months after the completion of the dwelling.
5. Any dwelling that is constructed shall have no concrete or block above grade on that portion of the dwelling facing a dedicated roadway.
6. No dwellings on adjacent lots shall be the same color except white.
7. No dwelling elevation shall be duplicated within three (3) lots.
8. All driveway aprons shall be constructed of concrete and shall comply with the requirements of the City of Stow and shall be completed before the dwelling is occupied. All driveways shall be paved with concrete or asphalt prior to occupancy.
9. No trailer, basement or tent or other out-buildings shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure extend beyond one year from the date construction commenced.
10. No sign, billboard or advertising device (other than a sign advertising the sale of the premises) that conforms to local ordinances shall be erected, placed or suffered to remain upon the premises; no television or radio antenna, except one affixed to the ridge pole or chimney of such dwelling, shall be erected on the premises; no trade, business, profession or other commercial activity may be carried on or practiced upon the premises.
11. No trailer or permanent tent of any kind or description whatsoever shall be placed or suffered to remain in said Subdivision.
12. No owner shall damage any streets within the subdivision or permit any contractor or materialman to damage said street during the period of any home construction or said owner shall be personally liable for any cost of repairing such street, and shall hold Eastwicke Farms of its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street.
13. Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Eastwicke Farms, its successors and assigns, and the owners of the lots in said subdivision.

14. No campers, trailers, boats, motor homes, commercial vehicles, or recreational vehicles of any kind shall be kept on the property for more than thirty (30) days if they are visible from the street.

15. No chain link fence with metal posts may be installed on lot lines surrounding a portion of a lot. However, chain link fencing only (must be painted a dark color, not silver) may be used as backing to a split rail or similar type wood fence. All fences must be in compliance with applicable ordinances of the City of Stow and, if required, a permit must be obtained from the building department.

16. The developer intends to install a split rail fence, or similar fence, along the road frontage of Eastwicke Farms on Young Road and Newcomer Road. Owners of Lots on Young Road or Newcomer Road agree to accept and maintain such fence when the developer decides to proceed with the installation.

17. Eastwicke Farms, it successors or assigns, shall have the right to waiver, cancel, alter or modify any or all of the restrictions contained in this deed provided, however, that no modification or alteration shall in fact cause these restrictions to become more restrictive. This section shall apply so long as Eastwicke Farms owns property in the subdivision.

**ARTICLE VI**  
General Provisions

**Section 1. Enforcement**

The Association, or any owner, shall have the right enforce, by any proceeding or law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

**Section 3. Amendment**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, and after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.

**Section 4. Annexation**

Additional residential and/or Eastwicke Commons area may be annexed to the properties with the consent of 2/3 of the property owners.